

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	No. 11-03021-04-CR-S-GAF
)	
ANTONIO G. DAVIS,)	
)	
Defendant.)	

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. The Parties. The parties to this agreement are the United States Attorney's Office for the Western District of Missouri (otherwise referred to as "the Government" or "the United States"), represented by David M. Ketchmark, Acting United States Attorney, and Gary Milligan, Assistant United States Attorney, and the defendant, Antonio G. Davis ("the defendant"), represented by Steven S. Meier.

The defendant understands and agrees that this plea agreement is only between him and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other government agency, unless otherwise specified in this agreement.

2. Defendant's Guilty Plea. The defendant agrees to and hereby does plead guilty to Count One of the second superseding indictment ("indictment") charging him with

a violation of 21 U.S.C. § 846 and 841(a)(1) and (b)(1)(A), that is, Conspiracy to Distribute five kilograms or more of cocaine, to manufacture 280 grams or more of cocaine base, and to distribute 280 grams or more of cocaine base. By entering into this plea agreement, the defendant admits that he knowingly committed this offense, and is in fact guilty of this offense.

3. Factual Basis for Guilty Plea. The parties agree that the facts constituting the offense to which he is pleading guilty are as follows:

A. EVIDENCE OF THE CONSPIRACY

1. Summary

The defendant was part of an organization which was importing multi-kilogram shipments of cocaine from Chicago, Illinois and/or Dallas, Texas, on a monthly basis. The shipments averaged two (2) kilograms per trip. Once the cocaine arrived in Springfield, Missouri, Carlous Horton, the organization's local leader, redistributed it as powder cocaine and cocaine base (crack cocaine) to a number of co-conspirators, including the defendant.

2. Pre-Wiretap Evidence of Conspiracy

On July 17, 2009, Carlous Horton was arrested in Oklahoma with approximately one pound of cocaine in his vehicle. Horton gave a confession and indicated the cocaine was intended to be distributed in Springfield, Missouri.

In December, 2009, law enforcement learned that Horton flew to Chicago and back on November 14, 21, and 28, 2009 and flew to Dallas, Texas and back on November 7, 2009.

In January, 2010, Horton was returning from Chicago, Illinois after flying there earlier in the day. Horton was searched and found in possession of over \$10,000.00.

On October 19, 2010, a confidential source, under the direction of the DEA, purchased three-eighths (3/8) of an ounce of cocaine from Horton on South Charleston Street in Springfield, Missouri.

On October 26, 2010, a confidential source, under the direction of the DEA, purchased one quarter (1/4) ounce of cocaine from Carlous Horton on the Casey's General Store parking lot, 3173 Santa Fe Lane, Springfield, Missouri.

On November 5, 2010, a confidential source, under the direction of the DEA, purchased one half ounce (1/2) of cocaine from Horton.

On November 6, 2010, the confidential source received a text message from Horton which read, "Jus got some of that old school pure back." The confidential source indicated that Horton was advising him that Horton had quality cocaine available. This text message was forwarded and read by the DEA.

On November 18, 2010, a confidential source, under the direction of the DEA, purchased one ounce of cocaine from Horton on the Walgreen's parking lot, 1349 E. Republic, Springfield, Missouri.

3. Title III Wiretap

On December 22, 2010, a Title III wiretap was granted for the interception of wire and electronic communications Carlous Horton's telephone, number 417-827-8026. On January 25, 2011, an order granting the continued interception of wire and electronic communications as to telephone number 417-827-8026 was issued. The interceptions continued until February 23, 2011.

On February 15, 2011, an order was issued granting the original interception of wire and electronic communications as to telephone number 417-631-5023. The interceptions based on this order continued until March 14, 2011.

During the course of the Title III intercepted telephone calls and text messages intercepted indicated Horton had traveled to Chicago on at least four occasions and purchased kilogram and multi-kilogram quantities of cocaine. During two of the trips to Chicago, intercepted communications revealed that Horton obtained two kilogram amounts of cocaine during each of those trips (for a total of approximately 4 kilograms). During one of the trips, it is believed from intercepted communications, that Horton obtained 43 ounces (1.2 kilograms) of cocaine. During the final trip, it is believed from intercepted communications that Horton obtained one-half (1/2) kilogram of cocaine. Additionally, during other intercepted communications, Horton has made statements indicating that he typically distributes 2-3 kilograms of cocaine every 2-3 weeks.

4. Search Warrants

Based on the information received from the wiretap, which indicated that Horton had just received cocaine, three federal search warrants were executed at Horton's residences on March 14, 2011. The residences were-

- (a) 4788 S. Bellhurst, Springfield, Missouri;
- (b) 435 N. Gregg Road, Nixa, Missouri; and
- (c) 3146 West Knob Hill, Springfield, Missouri

At the Bellhurst residence, the DEA discovered approximately nine (9) ounces of cocaine hidden in Horton's Chevrolet Tahoe which was parked in the garage. Agents also found two handguns in the residence, and third handgun hidden in the air-conditioning air filter of the Chevrolet Camaro parked in the garage. Agents also located approximately thirty thousand dollars (\$30,000.00) U. S. currency.

At the Gregg Road residence, the DEA found approximately 1.2 kilograms of cocaine. They also discovered numerous items that would used to convert the cocaine into crack. Among the items were different materials that Horton had discussed during intercepted phone calls which were used to cut the cocaine.

Co-conspirator Christopher Holmes was found staying at the West Knob Hill residence. At that location, the DEA seized approximately nine ounces of cocaine and a hand gun. In post-Miranda statements, Holmes admitted knowledge of the hand gun and indicated he had obtained the nine ounces of cocaine from Carlous Horton earlier in the week.

The cocaine seized during these warrants was tested by the DEA lab and found to be cocaine.

B. EVIDENCE OF DAVIS' ROLE IN THE CONSPIRACY

Davis had approximately 260 intercepted communications with Horton discussing the purchase of cocaine base and often complaining about the quality of the drugs he was getting from Horton. Near the end of the wiretap, Davis had a series of arguments with Horton about the quality of the drugs. During the last argument, Horton tells Davis he will give him his money back. Davis tells Horton that this is not the way he does business and that he has been doing this kind of business for a long time. Davis claims that he will not call Horton anymore, but continues to do so.

Davis was also the subject of numerous surveillances-

On January 5, 2011, communications indicate that Davis will buy 1.5 ounces from Horton at Harter House. Davis arrived in a maroon Malibu and Horton arrived in his Tahoe. Horton was seen driving around and then he received a call from Davis who said that he has become suspicious of a man in a truck. They agreed to meet in a minute. Another call then occurred where Davis says that he saw an Impala and other suspicious vehicles and thought "the boys" (believed to be code for police) were watching. They agreed to meet later.

On January 14, 2011, Davis was observed making a cocaine base purchase from Horton at Buffalo Wild Wings.

On January 17, 2011, Davis was observed making a cocaine base purchase from Horton at Buffalo Wild Wings.

On January 26, 2011, communications indicated that Davis was buying five 8-balls of cocaine base from Horton at the Price Cutter. Davis arrived in his usual maroon Malibu. Horton was in his Camaro. Horton parked next to Davis who got out and went to Horton's driver side window where he purchased the cocaine base. Davis then returned to his vehicle.

On January 29, 2011, communications indicated Davis was buying \$500 worth of cocaine base. They agreed to meet at Horton's coffee place, known to be Mama Jean's Natural Market. They were both seen arriving, and Horton was seen walking to Davis' Malibu. Horton places a hand in Davis' window for about 15 seconds where he sold him the cocaine base, and then Horton left.

On January 30, 2011, communications indicated that Davis was buying \$500 worth of cocaine base from Horton. They agreed to meet at Houlihan's. After they both arrived, Davis was seen getting into Horton's vehicle for approximately 10 seconds where he purchased the cocaine base.

On February 2, 2011, communications indicated that Davis was buying \$500 worth of cocaine base, and that the purchase will take place at a gas station known to them. Subsequent communications indicated that they were going to meet by the Kum & Go next to the Home Depot. Davis was seen parking at the Home Depot. He then called Horton and told him that he needed a snow shovel. Davis was next seen leaving Home Depot without a shovel. Davis then drove to Wal-Mart, and called Horton to tell him that Home Depot was out of shovels. Horton was seen driving to Wal-Mart with an adult female and a child. Horton let the female and child out, then drove over to Davis' car. Davis got into Horton's vehicle for about 30 seconds where he purchased the cocaine base.

On February 4, 2011, communications indicated that Davis was going to buy a half ounce of cocaine base from Horton and that they would meet at the Kum & Go near Home Depot. Horton was seen arriving at Kum & Go, entering, buying a coffee, and leaving. Davis did not show up. Horton then received a call from Davis and they agreed to meet at Davis' residence. Horton picked up Davis outside of his residence. They drove down the street, pulled into another driveway, turned around, and Horton dropped Davis off in front of his house. Davis went inside and Demarius Marshall (who was also calling that morning to trying to get drugs from Horton) was then seen leaving the house and entering a Jeep

which pulled up to get him. Marshall was driven to Price Cutter and he was seen making a sale to another individual. That individual was subsequently stopped, and was identified as Rick Howard. Howard was found with crack on him and admitted to buying it from a guy named "brother." Brother's number was the same as Marshall's and he matched the description given by Howard.

On February 5, 2011, Davis and Marshall contacted Horton asking to buy 3-4 ounces. They agreed to meet at Best Buy. Davis and Marshall drove to the shopping center where the Best Buy is located but they parked down by Marshall's. Horton then arrived and parked by JC Penney's. Davis and Marshall then drove over by Horton's vehicle. Both men got into Horton's vehicle for about 1 minute where they purchased cocaine base.

On February 23, 2011, communications indicated that Davis was going to purchase \$1,000 worth of drugs from Horton at Price Cutter. They were seen pulling up next to each other with their driver's sides facing each other. Both men are seen reaching out and exchanging money for cocaine base.

On February 28, 2011, communications indicated that Davis was going to purchase \$1,000 worth of drugs from Horton at Wal-Mart. They were observed pulling up next to each other. Davis was seen getting into Horton's vehicle for less than a minute where he purchased the cocaine base.

4. Use of Factual Admissions and Relevant Conduct. The defendant acknowledges, understands and agrees that the admissions contained in Paragraph 3 and other portions of this plea agreement will be used for the purpose of determining his guilt and advisory sentencing range under the United States Sentencing Guidelines ("U.S.S.G."), including the calculation of the defendant's offense level in accordance with U.S.S.G. § 1B1.3(a)(2). The defendant acknowledges, understands and agrees that the conduct charged in any dismissed counts of the indictment as well as all other uncharged related criminal activity may be considered as "relevant conduct" pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charge to which he is pleading guilty.

5. **Statutory Penalties.** The defendant understands that upon his plea of guilty to Count One of the indictment charging him with Conspiracy to Distribute five kilograms or more of cocaine, to manufacture 280 grams or more of cocaine base, and to distribute 280 grams or more of cocaine base, the minimum penalty the Court may impose is 20 years in prison, a \$10,000,000 fine, not less than 10 years of supervised release, and a \$100 mandatory special assessment per felony count of conviction which must be paid in full at the time of sentencing. The defendant further understands that this offense is a Class A felony.

6. **Sentencing Procedures.** The defendant acknowledges, understands and agrees to the following:

a. in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are advisory in nature, and the Court may impose a sentence either less than or greater than the defendant's applicable Guidelines range, unless the sentence imposed is "unreasonable";

b. the Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;

c. in addition to a sentence of imprisonment, the Court may impose a term of supervised release of not less than 10 years; that the Court must impose a period of supervised release if a sentence of imprisonment of more than one year is imposed;

d. if the defendant violates a condition of his supervised release, the Court may revoke his supervised release and impose an additional period of imprisonment of up to 5 years without credit for time previously spent on supervised release. In addition to a new term of imprisonment, the Court also may impose a new period of supervised release, the length of which cannot

exceed life, less the term of imprisonment imposed upon revocation of the defendant's first supervised release;

e. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;

f. any sentence of imprisonment imposed by the Court will not allow for parole;

g. the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and

h. the defendant may not withdraw his guilty plea solely because of the nature or length of the sentence imposed by the Court.

7. **Government's Agreements.** Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses related to Conspiracy to Distribute five kilograms or more of cocaine, to manufacture 280 grams or more of cocaine base, and to distribute 280 grams or more of cocaine base for which it has venue and which arose out of the defendant's conduct described above. Additionally, the United States Attorney for the Western District of Missouri agrees to dismiss counts 13, 23, 34, and 52 at sentencing.

The defendant understands that this plea agreement does not foreclose any prosecution for an act of murder or attempted murder, an act or attempted act of physical or sexual violence against the person of another, or a conspiracy to commit any such acts of violence

or any criminal activity of which the United States Attorney for the Western District of Missouri has no knowledge.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other criminal violations established by the evidence. The defendant expressly waives his right to challenge the initiation of the dismissed or additional charges against him if he breaches this agreement. The defendant expressly waives his right to assert a statute of limitations defense if the dismissed or additional charges are initiated against him following a breach of this agreement. The defendant further understands and agrees that if the Government elects to file additional charges against him following his breach of this plea agreement, he will not be allowed to withdraw his guilty plea.

8. Preparation of Presentence Report. The defendant understands the United States will provide to the Court and the United States Probation Office a government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of his criminal activities. The defendant understands these disclosures are not limited to the count to which he has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel and to correct any misstatements or inaccuracies. The United States

further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

9. Withdrawal of Plea. Either party reserves the right to withdraw from this plea agreement for any or no reason at any time prior to the entry of the defendant's plea of guilty and its formal acceptance by the Court. In the event of such withdrawal, the parties will be restored to their pre-plea agreement positions to the fullest extent possible. However, after the plea has been formally accepted by the Court, the defendant may withdraw his plea of guilty only if the Court rejects the plea agreement or if the defendant can show a fair and just reason for requesting the withdrawal. The defendant understands that if the Court accepts his plea of guilty and this plea agreement but subsequently imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, he will not be permitted to withdraw his plea of guilty.

10. Agreed Guidelines Applications. With respect to the application of the Sentencing Guidelines to this case, the parties stipulate and agree as follows:

a. The Sentencing Guidelines do not bind the Court and are advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is not "unreasonable";

b. The applicable Guidelines section for the offense of conviction is U.S.S.G. § 2D1.1, which provides for a base offense level of 36 based on the relevant conduct involving over 5 kilograms of cocaine base;

c. The defendant has admitted his guilt and clearly accepted responsibility for his actions, and has assisted authorities in the investigation or prosecution of his own misconduct by timely notifying authorities of his intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, he is entitled to a three-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect, unless the defendant (1) fails to abide by all of the terms and conditions of this plea agreement and his pretrial release; or (2) attempts to withdraw his guilty plea, violates the law, or otherwise engages in conduct inconsistent with his acceptance of responsibility;

d. There is no agreement between the parties regarding the defendant's criminal history category. The parties agree that the Court will determine his applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office;

e. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in Paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw his plea of guilty;

f. The United States agrees not to seek an upward departure from the Guidelines or a sentence outside the Guidelines range, and defendant agrees to not seek a downward departure from the Guidelines or a sentence outside the Guidelines range. The agreement by the parties to not seek a departure from the Guidelines is not binding upon the Court or the United States Probation Office and the Court may impose any sentence authorized by law, including any sentence outside the applicable Guidelines range that is not "unreasonable";

g. The defendant consents to judicial fact-finding by a preponderance of the evidence for all issues pertaining to the determination of the defendant's sentence, including the determination of any mandatory minimum sentence (including the facts that support any specific offense characteristic or other enhancement or adjustment), and any legally authorized increase above the normal statutory maximum. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence, may consider any reliable information, including hearsay; and,

h. The defendant understands and agrees that the factual admissions contained in Paragraph 3 of this plea agreement, and any admissions that he will make during his plea colloquy, support the imposition of the agreed-upon Guidelines calculations contained in this agreement.

11. Effect of Non-Agreement on Guidelines Applications. The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 10, and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

12. Change in Guidelines Prior to Sentencing. The defendant agrees that if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

13. Government's Reservation of Rights. The defendant understands that the

United States expressly reserves the right in this case to:

- a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;
- b. comment on the evidence supporting the charge in the indictment;
- c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentences imposed and that the United States remains free on appeal or collateral proceedings to defend the legality and propriety of the sentence actually imposed, even if the Court chooses not to follow any recommendation made by the United States; and,
- d. oppose any post-conviction motions for reduction of sentence, or other relief.

14. Waiver of Constitutional Rights. The defendant, by pleading guilty, acknowledges that he has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;
- b. the right to be presumed innocent until his guilt has been established beyond a reasonable doubt at trial;
- c. the right to a jury trial, and at that trial, the right to the effective assistance of counsel;
- d. the right to confront and cross-examine the witnesses who testify against him;
- e. the right to compel or subpoena witnesses to appear on his behalf; and,

f. the right to remain silent at trial, in which case his silence may not be used against him.

The defendant understands that by pleading guilty, he waives or gives up those rights and that there will be no trial. The defendant further understands that if he pleads guilty, the Court may ask him questions about the offense or offenses to which he pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, his answers may later be used against him in a prosecution for perjury or making a false statement. The defendant also understands he has pleaded guilty to a felony offense and, as a result, will lose his right to possess a firearm or ammunition and might be deprived of other rights, such as the right to vote or register to vote, hold public office, or serve on a jury.

15. Waiver of Appellate and Post-Conviction Rights.

a. The defendant acknowledges, understands and agrees that by pleading guilty pursuant to this plea agreement he waives his right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement, except on grounds of (1) ineffective assistance of counsel; or (2) prosecutorial misconduct.

b. The defendant expressly waives his right to appeal his sentence, directly or collaterally, on any ground except claims of (1) ineffective assistance of counsel; (2) prosecutorial misconduct; or (3) an illegal sentence. An “illegal sentence” includes a sentence imposed in excess of the statutory maximum, but does *not* include less serious sentencing errors, such as a misapplication of the Sentencing Guidelines, an abuse of discretion, or the imposition of an unreasonable sentence. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government’s appeal, cross-appeal his sentence as authorized by 18 U.S.C. § 3742(a) with respect to any issues that have not been stipulated to or agreed upon in this agreement.

16. Financial Obligations. By entering into this plea agreement, the defendant represents that he understands and agrees to the following financial obligations:

a. The Court may order restitution to the victims of the offense to which the defendant is pleading guilty. The defendant agrees that the Court may order restitution in connection with the conduct charged in any counts of the indictment which are to be dismissed and all other uncharged related criminal activity.

b. The United States may use the Federal Debt Collection Procedures Act and any other remedies provided by law to enforce any restitution order that may be entered as part of the sentence in this case and to collect any fine.

c. The defendant will fully and truthfully disclose all assets and property in which he has any interest, or over which the defendant exercises control directly or indirectly, including assets and property held by a spouse, nominee or other third party. The defendant's disclosure obligations are ongoing, and are in force from the execution of this agreement until the defendant has satisfied the restitution order in full.

d. Within 10 days of the execution of this plea agreement, at the request of the USAO, the defendant agrees to execute and submit (1) a Tax Information Authorization form; (2) an Authorization to Release Information; (3) a completed financial disclosure statement; and (4) copies of financial information that the defendant submits to the U.S. Probation Office. The defendant understands that compliance with these requests will be taken into account when the United States makes a recommendation to the Court regarding the defendant's acceptance of responsibility.

e. At the request of the USAO, the defendant agrees to undergo any polygraph examination the United States might choose to administer concerning the identification and recovery of substitute assets and restitution.

f. The defendant hereby authorizes the USAO to obtain a credit report pertaining to him to assist the USAO in evaluating the defendant's ability to satisfy any financial obligations imposed as part of the sentence.

g. The defendant understands that a Special Assessment will be imposed as part of the sentence in this case. The defendant promises to pay the Special Assessment of \$100 by submitting a satisfactory form of payment to the Clerk of the Court prior to appearing for the sentencing proceeding in this case. The defendant agrees to provide the Clerk's receipt as evidence of his fulfillment of this obligation at the time of sentencing.

h. The defendant certifies that he has made no transfer of assets or property for the purpose of (1) evading financial obligations created by this Agreement; (2) evading obligations that may be imposed by the Court; nor (3) hindering efforts of the USAO to enforce such financial obligations. Moreover, the defendant promises that he will make no such transfers in the future.

i. In the event the United States learns of any misrepresentation in the financial disclosure statement, or of any asset in which the defendant had an interest at the time of this plea agreement that is not disclosed in the financial disclosure statement, and in the event such misrepresentation or nondisclosure changes the estimated net worth of the defendant by ten thousand dollars (\$10,000.00) or more, the United States may at its option: (1) choose to be relieved of its obligations under this plea agreement; or (2) let the plea agreement stand, collect the full forfeiture, restitution, and fines imposed by any criminal or civil judgment, and also collect 100% (one hundred percent) of the value of any previously undisclosed assets. The defendant agrees not to contest any collection of such assets. In the event the United States opts to be relieved of its obligations under this plea agreement, the defendant's previously entered pleas of guilty shall remain in effect and cannot be withdrawn.

17. Waiver of FOIA Request. The defendant waives all of his rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

18. Waiver of Claim for Attorney's Fees. The defendant waives all of his claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

19. Defendant's Breach of Plea Agreement. If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw his plea of guilty.

The defendant also understands and agrees that in the event he violates this plea agreement, all statements made by him to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by him before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against him in any and all criminal proceedings. The defendant waives any rights that he might assert under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule that pertains to the admissibility of any statements made by him subsequent to this plea agreement.

20. Defendant's Representations. The defendant acknowledges that he has entered into this plea agreement freely and voluntarily after receiving the effective assistance, advice and approval of counsel. The defendant acknowledges that he is satisfied with the assistance of counsel, and that counsel has fully advised him of his rights and obligations in connection with this plea agreement. The defendant further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, his attorneys or any other party to induce him to enter his plea of guilty.

21. Immigration Consequences. The defendant understands that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense(s) to which defendant is pleading guilty. Indeed, because defendant is pleading guilty to (insert name of offense), removal is presumptively mandatory. Removal and other immigration consequences are the subject of a separate proceeding, however, and defendant understands that no one, including his attorney or the district court, can predict to a certainty the effect of his conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his guilty plea may entail, even if the consequence is his automatic removal from the United States. Further, the defendant understands that he is bound by his guilty plea regardless of any immigration consequences of the plea and regardless of any advice the defendant has received from his

counsel or others regarding those consequences. Accordingly, the defendant waives any and all challenges to his guilty plea and to his sentence based on those consequences, and agrees not to seek to withdraw his guilty plea, or to file a direct appeal or collateral attack of any kind challenging his guilty plea, conviction or sentence, based on the immigration consequences of his guilty plea, conviction and sentence.

22. No Undisclosed Terms. The United States and defendant acknowledge and agree that the above-stated terms and conditions, together with any written supplemental agreement that might be presented to the Court in camera, constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement or any written supplemental agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

23. Standard of Interpretation. The parties agree that, unless the constitutional implications inherent in plea agreements require otherwise, this plea agreement should be interpreted according to general contract principles and the words employed are to be given their normal and ordinary meanings. The parties further agree that, in interpreting this

agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting or modifying this agreement.

David M. Ketchmark
Acting United States Attorney

Dated: 4-9-2012

/s/ Gary Milligan

Gary Milligan
Assistant United States Attorney

I have consulted with my attorney and fully understand all of my rights with respect to the offenses charged in the indictment. Further, I have consulted with my attorney and fully understand my rights with respect to the provisions of the Sentencing Guidelines. I have read this plea agreement and carefully reviewed every part of it with my attorney. I understand this plea agreement and I voluntarily agree to it.

Dated: 4-9-2012

/s/ Antonio G. Davis

Antonio G. Davis
Defendant

I am defendant Antonio G. Davis' attorney. I have fully explained to him his rights with respect to the offenses charged in the indictment. Further, I have reviewed with him the provisions of the Sentencing Guidelines which might apply in this case. I have carefully reviewed every part of this plea agreement with him. To my knowledge, Antonio G. Davis' decision to enter into this plea agreement is an informed and voluntary one.

Dated: 4-9-2012

/s/ Steven S. Meier

Steven S. Meier
Attorney for Defendant